IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

J&J SPORTS PRODUCTIONS, INC., as Broadcast Licensee of the December 6, 2008 "The Dream Match": De La Hoya/Pacquiao Event Plaintiff, v. 1) CLUB LA CUPULA INC., Individually and d/b/a THE SILVER SPUR CLUB; 2) LEON GARCIA, Individually and d/b/a THE SILVER SPUR CLUB; 3) CARLA GARCIA, Individually and d/b/a THE SILVER SPUR CLUB; 4) GIL ALANIZ, Individually and d/b/a THE SILVER SPUR CLUB; AND 5) GLEN SIMPSON, Individually and d/b/a THE SILVER SPUR CLUB; Defendants.	§ § § § § § § § § § § § § § § § § § § §	Civil Action No. ______________

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff J&J Sports Productions, Inc. ("Plaintiff") files *Plaintiff's Original Complaint* against Defendants 1) Club La Cupula Inc., Individually and d/b/a The Silver Spur Club ("Club La Cupula Inc."); 2) Leon Garcia, Individually and d/b/a The Silver Spur Club ("L. Garcia"); 3) Carla Garcia, Individually and d/b/a The Silver Spur Club ("C. Garcia"); 4) Gil Alaniz, Individually and d/b/a The Silver Spur Club ("Alaniz"); and 5) Glen Simpson, Individually and d/b/a The Silver Spur Club ("Simpson") (collectively "Defendants").

PARTIES

1. Plaintiff. J&J Sports Productions, Inc., as Broadcast Licensee of the December 6, 2008: De La Hoya/Pacquiao Event, is a foreign corporation. Plaintiff's business address is 2380 South Bascom Avenue, Suite 200, Campbell, California 95008.

2. Defendant Club La Cupula Inc. Club La Cupula Inc. is a Texas corporation doing business as The Silver Spur Club from its principal place of business located at 3430 Hwy 77S Bypass, Kingsville, Texas 78363. On the date of the Event (as defined herein), Defendant:

A. held license(s)/permit(s) issued by the Texas Alcoholic Beverage Commission for The Silver Spur Club (the "Establishment");

B. owned and/or operated the Establishment;

C. had a right and ability to supervise the activities of the Establishment; and

D. had an obvious and direct financial interest in the activities of the Establishment.

Defendant Club La Cupula Inc. may be served by delivering the *Summons* and a copy of *Plaintiff's Original Complaint* to Defendant's registered agent for service of process, Law Offices of Hollis Rankin III, PLLC at 920 South McColl Road, Edinburg, Texas 78539; or 3430 Hwy 77S Bypass, Kingsville, Texas 78363.

3. Defendant Leon Garcia. Leon Garcia is an individual residing in the state of Texas. On the date of the Event (as defined herein), Defendant:

A. was an owner and/or manager of the Establishment;

B. was an officer and/or owner of the entity owning the Establishment;

C. had a right and ability to supervise the activities of the Establishment; and

D. had an obvious and direct financial interest in the activities of the Establishment.

Defendant L. Garcia may be served by delivering the *Summons* and a copy of *Plaintiff's Original Complaint* to Defendant at 3430 Hwy 77S Bypass, Kingsville, Texas 78363; or 1533 Lewis, Kingsville, Texas 78363.

4. Defendant Carla Garcia. Carla Garcia is an individual residing in the state of Texas. On the date of the Event (as defined herein), Defendant:

A. was an owner and/or manager of the Establishment;

B. was an officer and/or owner of the entity owning the Establishment;

C. had a right and ability to supervise the activities of the Establishment; and

D. had an obvious and direct financial interest in the activities of the Establishment.

Defendant C. Garcia may be served by delivering the *Summons* and a copy of *Plaintiff's Original Complaint* to Defendant at 3430 Hwy 77S Bypass, Kingsville, Texas 78363; or 1533 Lewis, Kingsville, Texas 78363.

5. Defendant Gil Alaniz. Gil Alaniz is an individual residing in the state of Texas. On the date of the Event (as defined herein), Defendant:

A. was an owner and/or manager of the Establishment;

B. was an officer and/or owner of the entity owning the Establishment;

C. had a right and ability to supervise the activities of the Establishment; and

D. had an obvious and direct financial interest in the activities of the Establishment.

Defendant Alaniz may be served by delivering the *Summons* and a copy of *Plaintiff's Original Complaint* to Defendant at 3430 Hwy 77S Bypass, Kingsville, Texas 78363; or 402 Birchwood, Kingsville, Texas 78363.

6. Defendant Glen Simpson. Glen Simpson is an individual residing in the state of Texas. On the date of the Event (as defined herein), Defendant:

A. was an owner and/or manager of the Establishment;

B. was an officer and/or owner of the entity owning the Establishment;

C. had a right and ability to supervise the activities of the Establishment; and

D. had an obvious and direct financial interest in the activities of the Establishment.

Defendant Simpson may be served by delivering the *Summons* and a copy of *Plaintiff's Original Complaint* to Defendant at 3430 Hwy 77S Bypass, Kingsville, Texas 78363.

STATEMENT OF JURISDICTION

7. This action arises under the Communications Act of 1934, as amended, 47 U.S.C. §§ 553 and 605 in Texas.

VENUE

8. Venue is proper in this District because Defendants reside in this District.

STATEMENT OF THE CLAIM

9. Authorization to License Event. Plaintiff is the license company authorized to sub-license the closed-circuit telecast of the December 6, 2008 "The Dream Match": Oscar De La Hoya v. Manny Pacquiao Welterweight Championship Fight Program, including undercard or preliminary bouts (collectively the "Event") at closed-circuit locations such as theaters, arenas, bars, clubs, lounges, restaurants and the like throughout Texas.

10. The closed-circuit broadcast of the Event was not intended for the use of the general public. In Texas, the closed-circuit broadcast of the Event could only be exhibited in a commercial establishment, if the establishment was contractually authorized to do so by Plaintiff.

11. Pursuant to its authority to sub-license the Event, Plaintiff marketed and distributed the closed-circuit rights granted to it. Plaintiff, through its agents, contracted with various establishments throughout Texas and granted such establishments the right to broadcast the Event in exchange for a fee.

12. Exhibition of the Event. The transmission of the Event was electronically coded or "scrambled." In order for the signal to be received and telecast clearly, it had to be decoded with electronic decoding equipment.

13. The transmission of the Event was available to Defendants to purchase for broadcast in the Establishment. Had Defendants chosen to purchase the Event, Defendants would have been authorized to receive, transmit and publish the Event in the Establishment. Defendants did not, however, contract with Plaintiff or any of its agents, to obtain the rights to broadcast the Event.

14. The establishments which contracted with Plaintiff to broadcast the Event were provided with the electronic decoding capability and/or satellite coordinates necessary to receive the signal of the Event.

15. On December 6, 2008, Defendants willfully intercepted and/or received the interstate communication of the Event. In the alternative, Defendants assisted in the receipt of the interstate communication of the Event. Defendants then transmitted, divulged and published said communication, or assisted in transmitting, divulging and publishing said communication, to patrons within the Establishment.

16. Defendants misappropriated Plaintiff's licensed exhibition of the Event and infringed upon Plaintiff's exclusive rights while avoiding proper payment to Plaintiff. Defendants' actions were committed willfully and with the express purpose and intent to secure a commercial advantage and private financial gain.

17. Defendants enabled the patrons within the Establishment to view the Event to which neither Defendants nor the Establishment's patrons were entitled to do.

18. The persons whom Defendants permitted to view the Event would otherwise have been able to view it at a commercial establishment only if said commercial establishment was properly licensed and authorized by Plaintiff.

19. Defendants were not authorized to intercept, receive or transmit the communication of the Event or to assist in such actions in any form or at any time.

COUNT I

VIOLATION OF 47 U.S.C. § 553

20. Defendants' wrongful actions in connection with the Event, as described above, violate 47 U.S.C. Section 553.

COUNT II

VIOLATION OF 47 U.S.C. § 605

21. Defendants' wrongful actions in connection with the Event, as described above, violate 47 U.S.C. Section 605.

DEMAND FOR RELIEF SOUGHT

Plaintiff demands that the Court sign and cause to be entered a judgment in favor of Plaintiff and against Defendants 1) Club La Cupula Inc., Individually and d/b/a The Silver Spur Club; 2) Leon Garcia, Individually and d/b/a The Silver Spur Club; 3) Carla Garcia, Individually and d/b/a The Silver Spur Club; 4) Gil Alaniz, Individually and d/b/a The Silver Spur Club; and 5) Glen Simpson, Individually and d/b/a The Silver Spur Club, jointly and severally, for:

(a) Statutory damages in an amount up to Ten Thousand Dollars ($10,000.00) pursuant to 47 U.S.C. § 553(c)(3)(A)(ii);

(b) Statutory damages for willfulness in an amount up to Fifty Thousand Dollars ($50,000.00), pursuant to 47 U.S.C. § 553(c)(3)(B);

(c) Statutory damages in an amount up to Ten Thousand Dollars ($10,000.00) pursuant to 47 U.S.C. § 605(e)(3)(C)(i)(II);

(d) Statutory damages in an amount up to One Hundred Thousand Dollars ($100,000.00) pursuant to 47 U.S.C. § 605(e)(3)(C)(ii);

(e) Permanent Injunction enjoining any future exhibition of unauthorized or unlicensed programs and any violation of 47 U.S.C. §§ 553 or 605;

(f) Full costs and expenses of this action, including reasonable attorney's fees, pursuant to 47 U.S.C. §§ 553(c)(2)(C) and 605(e)(3)(B)(iii);

(g) Pre and post-judgment interest at the highest rate permitted by law; and

(h) Such other and further relief to which Plaintiff is entitled.

Respectfully submitted,

By: ______________________

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